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Suzanne Henderson

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

AMENDED OIL, GAS AND MINERAL LEASE

STATE OF TEXAS }
 }
COUNTY OF TARRANT }

WHEREAS, Ewell Tuck and Mary Tuck, husband and wife, Lessor, did on the date of April 11, 2007, make and execute unto **XTO Energy Inc.**, Lessee, a certain Oil, Gas and Mineral Lease as recorded at County Clerk's Document No. D207278978, Official Public Records, Tarrant County, Texas, covering certain lands situated in Tarrant County, Texas to wit:

Being 0.920 acres of land, more or less, situated in the S.A. & M.G. RR Co. Survey, Abstract No. 1482, Tarrant County, Texas and being those same lands more particularly described in a Warranty Deed dated November 19, 1979, from R.A. Richey and Betty J. Richey to Ewell Tuck and wife, Mary E. Tuck, recorded in Volume 6846, Page 2232, Deed Records, Tarrant County, Texas.

WHEREAS, the lease and all rights and privileges thereunder are now owned and held by **XTO Energy Inc.**, a Delaware Corporation.

WHEREAS, Paragraph Three (3), Section B(2) of said Lease states "when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of 122% of such gas and casinghead gas" is incorrect and incomplete and the correct Paragraph Three (3), Section B(2) is "when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of 22% of such gas and casinghead gas."

NOW THEREFORE, it is the desire of the Lessee and Lessor to amend said Lease for the purposes of making said Lease definite and certain in respect to Paragraph Three (3), Section B(2) of said Lease to now state "when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of 22% of such gas and casinghead gas."

AND, for the same consideration recited above, Lessor does hereby adopt, ratify and confirm the Lease, and all of its provisions, except as herein modified and amended, and does hereby grant, lease, and let to the Lessee therein or its successors and assigns, any and all interest which Lessor now has, or may hereafter acquire, either by conveyance, devise, inheritance or operation of laws, and whether vested, expectant, contingent or future, in and to the Land, in accordance with each and all of the provisions contained in the Lease and as amended hereby, and the Lessor hereby declares that the Lease and all of its provisions, as amended, are binding on the Lessor and Lessee and is a valid and subsisting oil and gas lease and this agreement shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the Lessor and Lessee.

EXCEPT as otherwise amended the above described lease is and shall remain in full force and effect as written in accordance with its terms and conditions, and the undersigned Lessor recognize said lease as a valid and sustaining Oil, Gas and Mineral Lease.

D209128825

IN WITNESS WHEREOF, this instrument is executed on the respective date of the acknowledgment below, but shall be effective as of April 11, 2007.

LESSORS:

Ewell Tuck
Ewell Tuck

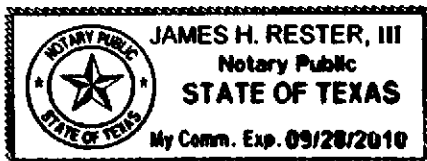
Mary Tuck
Mary Tuck

Address: 1101 Tonnison Road
Azle, Texas 76020

ACKNOWLEDGMENT

STATE OF TEXAS }
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 9th day of May, 2009, by Ewell Tuck and Mary Tuck, husband and wife.



James H. Rester III
Notary Public, State of Texas

Return to: Bryson G. Kuba
6127 Green Jacket Dr.
Apt. # 1136
Fort Worth, TX 76137